

DUANE MORRIS LLP

a Delaware Limited Liability Partnership

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International Luxembourg S.A.

In re:

LEHMAN BROTHERS HOLDINGS, INC.,
et al.,

Debtors.

Chapter 11

Case No. 08-13555 (JMP)

(Jointly Administered)

**RESPONSE OF ASPECTA ASSURANCE INTERNATIONAL LUXEMBOURG
S.A. TO DEBTORS' TWENTY-NINTH OMNIBUS OBJECTION
TO CLAIMS (NO BLOCKING NUMBER LPS CLAIMS)**

ASPECTA Assurance International Luxembourg S.A. ("ASPECTA"), through its undersigned counsel, hereby responds to the Debtors' Twenty-Ninth Omnibus Objection to Claims (No Blocking Number LPS Claims) (the "Objection")¹ and respectfully states as follows:

Discussion

1. On or about September 18, 2009, ASPECTA timely filed with Epiq Bankruptcy Solutions, LLC, the Debtors' claims agent, a proof of claim (the "Proof of Claim") in the amount of \$2,788,048.90 in connection with one of the Lehman Program Securities ("0% Equity Linked Notes 2007-26.11.22 on Equity" (ISIN XS0331506369), issued by Lehman Brothers Treasury Co B.V.) (the "Notes"), which was assigned proof of claim number 17587.²

¹ Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Objection.

² ASPECTA also filed certain other proofs of claim identified by the Debtors' claims agent as proofs of claim nos. 17589, 17590, 17591, 17592, 17593, and 17594.

2. The Proof of Claim was filed on the standard proof of claim form approved by the Court in the Bar Date Order, rather than on the form approved for Program Securities claims, and did not provide a blocking number as required by the Bar Date Order.

3. In the Objection, the Debtors object to the Proof of Claim on this basis (*i.e.*, because it failed to include a “blocking number”).

4. The Objection provides that the purpose of requiring claimants to obtain a blocking number was to confirm the ownership and amount of a particular security. *See* Objection, ¶ 10.

5. At all times relevant to the Proof of Claim and the Objection, ASPECTA owned the Notes underlying the Proof of Claim. Indeed, ASPECTA still holds and owns the Notes at issue, and the Notes have never left ASPECTA’s custody and control. Attached hereto as **Exhibit “A”** and incorporated herein is proof that ASPECTA continues to own the Notes as of September 29, 2010.

6. ASPECTA respectfully requests that on these facts – where the underlying Notes have always been, and continue to be, in ASPECTA’s possession – that ASPECTA’s inadvertent failure to obtain a blocking number and include it with the Proof of Claim be found to constitute harmless error. Neither the Debtors nor any other party has been prejudiced by this oversight. Accordingly, ASPECTA respectfully requests that the relief sought in the Objection be denied as relates to ASPECTA’s Proof of Claim.

Conclusion

WHEREFORE, ASPECTA respectfully requests that the Court deny the Objection as it relates to the Proof of Claim and grant such other and further relief as it deems just and proper.

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Dated: October 12, 2010

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